THE DEMOCRAT

Monday - - March 29

THE eminent editor of the "chronicle of small beer," over at Philippi, is full of the gall of bitterness in relation to us; and we feel melancholy accordingly. He admits, with an oily unction after the manner of Beecher, that the *Plaindealer* is orthodox on all questions; and to it pertains the right of excommunication should heretics live in the District. Over in Lewis county we do not propose to attend the shrine of the *Plaindealer*; nor do we think a corporal's guard in Barbour county will be found idiotic enough to do so.—So far as we are concerned, personally, the editor of the *Plaindealer* has our full and free permission to go to the devil, or elsewhere, as he may elect, and to publish what he chooses; and if any Senator or Delegate in this District disregarded the wishes of the people, let the *Plaindealer* publicly file its bill of particulars. We had supposed, from personal observation, that every one of them performed conscientiously his full duty; but perhaps the peculiar powers of sight, attaching to the luminary at Philippi, enabled him to see many things not visible to the naked eye.

A FEW QUESTIONS.

Addressed to J. Hanson Good, et al.

CHARLESTON, March 16, 1875.

Mr. Editor:—The peculiar acrimony and vindictiveness manifested by the Chairman of the late Legislative investigating committee, was not only a matter of great surprise to those who were sufficiently initiated as to understand anything of the matters which would demand the attention of the committee, but in view of the actions, and voluntarily repeated expressions of this same gentleman (?) immediately prior to, and his venomous bitterness as demonstrated immediately after the accouchment of the prodigy begotten through the earnest efforts of a majority of the committee, assisted by a few congenial twigs of sweet-scented Radicalism—his course, as viewed at the time, was simply incomprehensible.

The writer, together with many others, both in and out of the Legislative body, could only stand by and gaze in bewildered astonishment, as events were developed. Conjectures there were, it is true, in countless number and variety, as to why the chairman of the committee rushed along with such wolfish eagerness in his manifestly vindictive course of studied persecution. One conjecture arose only as the parent of numerous offspring, and altogether seemed to lead us into deeper labyrinth of difficulty, until we felt that to the future alone could we trust for the light of revelation.

But a few short days have passed, and already a straggling ray begins to penetrate the darkness. Our trust in the future bids fair to be in some measure rewarded. The revelations which we have received are meagre, it is true; but sufficient, nevertheless, to excite curiosity to such a pitch that we are unwilling to await the slow movements of time. We want more light immediately; and in order to satisfy ourselves and the public at large, we desire to briefly catechize the chairman of the committe. In this questioning, we utterly disclaim at the outset, any pre-concerted system of pre-arranged charges, trial and conviction, like unto that which seems not only to have been exceedingly fashionable with, but the *summum bonum* of justice, in the eyes of a majority of the investigators; but we simply desire a few candid answers to a few straight-forward interrogatories. And be it fashionable or no, we pledge ourselves to be open to a fair and candid decision, after the answers have been returned.

FIRST.—Did or did not J. Hanson Good, the aspirant for Congressional honors, (on that peculiar slate known as "Jacobin") from the State of (I beg pardon) county of Ohio, and First District of West Virginia—the same Good who, during the earliest days of the late session of the Legistature, attempted to jump into the harness of leadership on the tide of popular feeling then existing in regard to to Louisiana troubles,—as

"With grave
Aspect he rose, and in his rising seemed
A pillar of State! deep on his front engraven
Deliberation sat, and public care;
And princely counsel in his face yet shone
Majestic though in ruin; sage he stood
With Atlantean shoulders, fit to bear
The weight of mightier monarchies; his look
Drew audience and attention, still as night
Or summer's noontide air."

with eyes immovably fixed, as if from a particular spot in illimitable space he would receive inspiration from some deity—perhaps Jupiter Tonans, or his more familiar god Bacchus—and then, the desirable attitude assumed, and attention secured, poured forth a perfect shower of rehashed campaign jargonry, upon Louisiana's and everybody else's grievances.—The same Good who afterwards worked in mysterious ways, his wonders to perform, (in connection with a few congenial spirits from the lobby) on the Capital removal bill.—Did he, or did he not, *receive from the city of Wheeling, or from some of its representatives* (perhaps Franzheim, Pockheimer, & Co., or some of their associates, glorying in equally euphonious Anglo-Saxon cognomens) *extra compensation of some kind, while serving as a member of the Legislature?* If so, why? and for what purpose?

SECOND.—Did this self-conceived champion of immaculate purity,—this acknowledged Bacchanalian champion and somnambulistic initiator of goblins damned, inform Hon Alexander Monroe, (Speaker of the House of Delegates) a few days after the announcement of the committee of investigation, of which Good became Chairman by accident, that at the time he was appointed and became chairman of that committee, he did not feel flattered by the appointment; but that since he had made some examination into the affair, he had ascertained that there was a splendid opening for him to achieve a political reputation out of it, and hence tendered Mr. Monroe his thanks for the appointment? If he did do this, why did he attach to himself and his colleagues composing the majority of the committee, that notorious and vindictive Radical, who acted as prosecuting attorney in the case? And was this done to form a new Jacobin slate upon which to run up the figures necessary for him to successfully oppose Colonel Ben Wilson in the next Congressional campaign?

THIRD.—Did this immaculate chairman of a heterogeneous party of four inquisitors,—three investigators and one remorseless, spiteful, vindictive prosecutor—and a crowd of snarling, biting, sneaking, spying, mongrel attaches;—did this self-imagined, pure and undefiled representative of all that is good in morals; who, to judge by his actions, had, away back in the past, been so fortunate as to stand upon the brink of the political Pool of Siloam, at that opportune moment when its waters were divinely disturbed to all healing efficacy, and having plunged into its bosom come out purified, and ready to assume the *functions* of a political deity; who, by pointing his finger at corruption, and using the talismanic words, "Be thou clean!"—error is immediately blotted from the political heavens. Did he, or did he not, up to within a few days of the time for the delivery of the report of the committee, approach the parties accused on various occasions, and assure them voluntarily that there was nothing whatever in the testimony that would injure any one; that they would be more than astonished to see how light the report would be; and that none of them had done anything but what he himself would have done had he been situated as they were? Truly

"The jury passing on a prisoner's life
May, in the sworn twelve, have a thief or two,
Guiltier than him they try."

If the Chairman of the Legislative investigating committee will be kind enough to answer the foregoing interrogatories, he will not only render a service to that public he professes to love so well, but will confer a lasting favor upon many inquiries after truth. And the only further demand or request I shall now make of him is, that in case he condescends to answer, the said answers shall be given before some party or parties authorized to "send for persons and papers," and after having saluted with a kiss the Holy Word.

A LOOKER ON IN VIENNA.

LOST SIGHT OF.

The rigidity of Radical virtue at this writing is of the most intense character. It is superlatively modest and excruciatingly pure; and hence, lest any one should be again gulled by "that same old serpent," we propose to discuss, once in a while, the antecedents of this gathering of Latter Day Saints.—The Charleston *Courier* of a late date, has an article upon this subject, so refreshing, and which speaks of matters so familiar to those acquainted with the history of politics in this State, that we copy it entire. It says: In the midst of the howl about impeachment the virtuous Radical papers of State have ignored entirely, that $39,000 deficit which was brought to light by the investigating committee. Here was something like a case. The State had clearly been robbed. Thirty-nine thousand dollars of her funds had been spirited away. No equivalent whatever had been rendered. There was not even the thin disguise of a false entry to cover up the transaction. It was plain, downright, bold-faced robbery. It occurred under a Radical Administration. The names of the men in charge of the Public Treasury at the time, are familiar in mouth as household words. To bring them forward for public reprobation were easy as rolling off a log. But when this dark transaction was hinted at, the chaps who are ready to groan over Democratic robberies, wink their green eyes and answer never a word.

Here was a case, we say, in which the State was a heavy loser. In that to which so much prominence has been given she was not. If Burdett and Bennett had never received a dollar of gratuity from banks, the State would have been none the gainer. As it was she received every dollar she had a right to claim. No law was violated; no official duty omitted, or slighted. All criticism of the act must be directed to the individual and not to the officer; and must turn upon questions of delicate propriety and not upon those of criminality or violated law. But the Radical politicians who could overlook the robberies of their own party, by which the State was an actual loser, could find in the personal imprudence of these a theme for the gravest lamentation.

One canting scoundrel, who on a rough settlement, swindled the State out of nearly ten thousand dollars for which he was liable, has given to the press columns upon columns of the vilest rant, over the terrible culpability of these accused officers.

Another who aided in robbing the school fund of $60,000 with which to help enforce the registration law, fires blackguardism by the bushel at the Auditor and Treasurer.

Another, who as a stockholder of a Wheeling bank, pocketed fat dividends from State deposits which paid no interest into the public treasury, makes this business of the Auditor and Treasurer, his daily and nightly mental pabulum. Finding or thinking to find a speck upon the garments of a Democratic official he forgets the filth in which he has floundered for twenty years.

We could recur to the records to show that there are men engaged in denouncing these alleged frauds, who were pilloried publicly for years as guilty of larceny in taking money from the Treasury to pay themselves as State officers, considerable sums for rent of houses in which they never lived, and that too after having sworn to support a Constitution which forbade them any such prerequisite. And we remember that when the people passed upon the case, they found the accused guilty and remanded them to private life.

We don't desire to see Democratic officers who have not been found guilty of any offence, personally and politically damned at the bidding of a set of scurvy rapscallions, notorious for years as being steeped in corruption to the lips, who are now trying to make a title reputation for themselves by marring that of other men.

Public Schools in West Virginia.

It has transpired that the schools of the State, partly or mainly, dependent upon the Peabody Educational Fund, are in a condition of disappointment and embarrassment, the amount calculated to be received from the fund falling considerably behind anticipations.

We have on our table a circular letter addressed to the different officers of schools by Hon B. W. Byrne, State Superintendent of schools, on this difficulty. He publishes, in full, a letter from Dr. B. Sears, general agent of the Peabody fund, stating that he is in great perplexity, since he finds that he is to receive $10,000 less than he hoped. As soon as he ascertained this fact, he wrote to say that all his money was exhausted, that is that the schools already accepted by him, had consumed the entire fund.

Those actually accepted in West Virginia were as follows:

Normal School	$2,500
Martinsburg	1,000
Charleston	1,000
Huntington	600
Clarksburg	500
Kanawha (Coalburg school)	300
Teachers' Institutes	1,000
Journal of Education	200
Total	$7,100

He goes on to say that he fears he misled Mr. Byrne into misunderstanding him to say "stop with the $15,000—instead of the amount already recommended by you, and accepted and confirmed by me, ($7,100.") He says that the above list has been sent in to the committee, and he cannot send more want of funds, and therefore cannot do as much as he intimated. He wished to accept all recommendations made him, and intimated that he would; but now he writes that the money in his hands is exhausted and he is "caught." He recommends that those schools formerly accepted be paid, and that the matter be adjusted by withholding the whole or part of the donations next year. Then, says he, "for the rest (including the greater part of your list) to make an appropriation, say in November, for next year, and pay in advance so that they can use a part or all of it for the expenses of this year. That would help them out if they are already committed to their teachers for this year, and give them timely notice not to do so next year. This is what is done in other States, from whom well endorsed applications came in after all our money was all pledged."

Dr. Sears is sorry that he has placed Mr. Byrne in so unpleasant a predicament, and says this is the first time he has had any such trouble. Mr. Byrne then goes on to say that the applications for aid for the Normal, Martinsburg and Charleston schools, were accepted in September last, and the applications for the Huntington and Coalburg schools were accepted in November, at which time he had received no other.

On the 23rd of November Dr. Sears wrote that the funds were coming short, and this would probably cause the contributions to West Virginia to be decreased. Mr. Byrne thereupon went to see Dr. Sears, to have a full understanding of the matter, and see if it were possible to have the contributions increased, or, at least, not have them diminished. He took with him all applications for aid he had received, and in this interview he understood Dr. Sears to say that he could only give him $15,000 this year against $18,800 last year, and he was advised to distribute this sum amongst the most deserving schools. This he did, and, therefore, under the expectation of receiving $15,000, embraced the following schools in his list, and appropriated to them the sums respectively opposite their names:

Fairmont school	$700
Moundsville	700
Wellsburg	700
Grafton	600
Weston	600
Buckhannon	400
Palatine	400
New Cumberland	400
Mannington	400
Piedmont	400
Mason City	400
St. Mary's	250
Ravenswood	250
Buffalo	250
West Union (Doddridge county)	250
West Union (Preston county)	250
Bethany	250
Pruntytown	250
Elizabeth	250
Cairo	250
Newburg	250

He would have included several other deserving schools, had he not known the contributions would have been decreased. He concludes as follows:

"I exceedingly regret this disappointment to our schools, for I well know the serious embarrassment it will entail. I respectfully ask your decision as to the adjudgment suggested by Dr. Sears, viz: 'Make an appropriation in November, for the next year, and pay in advance, so that your school can use a part or all of it for the expenses of this year,' or would you prefer closing your school this year and receiving the donation for next year?"

This is an interesting matter, and a solution of the embarrassment presented should recommend itself to all school officers. We hope it may not be anything like a serious impediment to the cause of education.

THE Pittsburg *Post* says Grant will require another increase of salary if Congress persists in raising the tax on whiskey to ninety cents a gallon.

Important Land Suit.

DECISION OF THE COURT OF APPEALS.

Delivered by Judge Hoffman.

In accordance with our promise of last week, we present to our readers the following decision. Judge Hoffman prepared and delivered the opinion of the Court, which, with the syllabus, covers 80 pages of foolscap paper, the printed record containing 500 pages, and the printed arguments of counsel 200 pages; and the Clerk's fees for copying and printing the record were over $2,000.

The land in controversy consisted of 1,200 acres of superior cannel coal land on Big Coal river, in Boone county, which was conveyed by deeds from the same grantor W. M. Peyton, constituting an Interlock. Improvements and expenditures to the amount of one million dollars had been expended by these two coal companies in improving the navigation of Coal river and in developing these properties for the mining and shipping of cannel coal. The suit had been pending for 15 years; and as the principles of law and equity involved in this suit are applicable to coal and mining companies in this State, we publish the syllabus in full.

Counsel for Western Mining and Manufacturing company were Messrs Miller, Swann, Quarrier and Broun; for the Peyton Cannel Coal company, Messrs. Brown, Du Bois, Burlew and Ferguson.

SYLLABUS OF POINTS ADJUDICATED.

The Western Mining and Manufacturing Company and the Philadelphia Cannel Coal Company, plaintiffs and appellants, against

The Virginia Cannel Coal Company, the Peytona Cannel Coal Company and others, defendants and appellees.

Generally when, in a deed, lines and corners are described, or when from the statement of courses and distances, or other descriptions, in connection with circumstances existing and manifest, or ascertainable, at the time of the execution of this deed, it is presumable that such lines or corners are those referred to in the deed, the statement of courses and distances, is in construction, controlled by the actual lines and corners referred to.

2. But the mere circumstance that lines and corners are known to have been run and marked, or are found marked near where the courses and distances mentioned in the deed run, is not conclusive that they are the lines and corners of the lands referred to in the deed: and when there is no such approximation in the courses or length of the lines, or the marks on the corners, to the description in the deed, as to warrant the presumption that they are the boundaries of the land to which the deed relates, such marked lines and corners should be disregarded.

3. Lines and corners may be marked with the purpose to adopt them in a contemplated deed; but afterwards, the marked lines and corners may be abandoned, and mere courses and distances from certain objects or points may be substituted.

4. There is no uniform rule, that the length of one line, as mentioned in a deed, shall control the course of another line, or that the latter shall control the former. Other circumstances will determine the adoption of the one or the other.

5. Though the quantity of land mentioned in the deed will not control the boundary, when ascertained by the description with other paramount circumstances, nevertheless the correspondence of quantity given by a line in question with the quantity mentioned in the deed, or an approximation to such correspondence, may be considered as leading to establish such line as the true one.

6. Generally it will not be presumed that a party granting land intends to retain a long narrow strip next to one of his lines; but if the courses and distances approximate closely to a line or corner of the tract owned by the grantor—especially if the description in the deed corresponds exactly, or substantially, with the description in the title papers under which the land is held, it will be presumed that the lines mentioned are intended to reach the corners, and to run with the lines of the tract, though the trees marked and described have disappeared before the making of the deed.

7. A writing solemnly signed, sealed and acknowledged before a magistrate, and delivered by a person, is evidence of his intent, so convincing and conclusive, that at common law, generally, no evidence will be received to contradict it.

8. In a court of equity, however, it may sometimes be proved that the deed was executed in mistake, and that in fact it embodies provisions different from those which the parties intended it to embody. But even in this court the deed is regarded as evidence so strong that only other unequivocal evidence irresistibly conclusive, is sufficient to overthrow it.

9. A stockholder in an incorporated company is not so jointly interested with the other stockholders, or so identified with the corporation, that his unauthorized and unwarranted acts will be deemed theirs, or in any manner bind them, to their detriment.

10. It is not the duty of the owner of one tract of land to ascertain its boundary for the information of the owner of a coterminous tract, who, without himself ascertaining the boundary, constructs improvements on the other's tract, or on his own, in order to the better development of the former tract. The failure of the owner of the land to obtain and communicate such information, is neither actual fraud nor culpable negligence.

11. If, under a mistake as to the true boundary, one such owner speaks of a part of his land, or treats it as the land of the other, or acquiesces in acts of ownership by the latter over the land, this will not prejudice the title or right of the former, further than under certain circumstances, and upon proper proceedings to create, and subject the land to a lien for permanent improvements made thereon above the value of the use of the land; or to subject the title and possession to the operation of actual adverse possession continued long enough, under the statute of limitations, to bar an action of ejectment.

12. Certainly such innocent, though erroneous statements or acts, made to or done in the presence of the owner of coterminous land, without any purpose to deceive, and not relied on by the other as the evidence of boundary, cannot render the party so speaking or acting, in any manner liable in equity to the forfeiture of his own land, or the payment of money to indemnify the owner of the adjoining lands for improvements he may have made on it, or for expenditures made elsewhere, in order to facilitate and enhance the use and value of the land owned by the other, as to the boundary of which the mistake has existed.

13. The statements, acts, or acquiescence of the owner or claimant of land, are generally evidence against him, under all the circumstances, more or less forcible. But unless they are accompanied by actual fraud or culpable negligence tantamount to actual fraud, and are relied on by another as the foundation of material action or acquiescence, they do not estop the owner of the land from asserting and providing his title or boundary.

14. In Virginia and West Virginia, generally, when a person has sold and conveyed a tract of land described as containing a definite quantity at a specified price, it is presumed that the estimated quantity was believed to be substantially correct,—within 5 per cent of exact accuracy—that if constituted a material element in the determination of the price; and that unless it appears that considerable uncertainty or actual risk as to the quantity was contemplated, or intended; if, in fact, the quantity is afterwards ascertained to be materially less, and the purchaser properly asserts his right in a reasonable time and under reasonable circumstances; a court of equity will grant him relief. Though the sale be not by the acre, but by the tract gross, this, nevertheless is now the rule of decision. But in many, perhaps in most, cases, of sales by trustees and other fiduciaries or officers, it may be different. When there has been such a sale and conveyance as has been just described, and subsequently an excess of quantity is discovered, if upon no higher principle, at least upon that of mutuality of right between the vendor and vendee the former as well as the latter should have redress.

15. Because the parties have acted in material mistake as to the quantity that the tract of land sold contained, and so the vendor has agreed to take for the tract a price that, if he had known the quantity, he would not have taken, when there are no sufficient counteracting circumstances, the court will rescind the contract, unless the purchaser will voluntarily do what appears to be just. But the vendor having sold and conveyed the entire tract, though supposed to contain a less quantity than in fact it did, and so having conferred on the purchaser an absolute estate at law, the former should be content to take an additional sum proportionate to the price paid, or agreed to be paid, as the excess of quantity is to the estimated quantity of the tract.

16. The purchaser ought to have the option whether he will submit to a rescission of the sale or conveyance, or pay the additional proportionate price for the excess. But, inasmuch as the vendor's primary right is to a rescission, subject, however, to the qualification just stated, it would seem that when by the vender's act or negligence, or without the fault of the purchaser, the vender's right to a rescission is extinguished, he can no longer be entitled to compensation against the purchaser; though perhaps if it should clearly appear that the bargain was so advantageous to the purchaser that if the option of rescission or compensation remained with him, he would elect the latter, the court might compel him to pay the compensation.

17. When the purchaser has sold and conveyed the land to another, for a valuable consideration, without notice of the mistake as to the quantity, the right of the first vendor to a rescission of the sale and conveyance made by him, is extinguished; unless there be such mistake in the last sale and conveyance, made under such circumstances, that the vendor in that sale is entitled to a rescission; when, perhaps, the first vendor having such a right against the latter vendor, may be substituted to his right against the purchaser from him.

18. When a debtor conveys land to a trustee to secure the payment of debts, no definite price is fixed, and so the estimated quantity of the land is not an element in the fixation of the price. Consequently excess in the actual quantity of the land cannot entitle the grantor in trust to a rescission of the conveyance, or compensation for the excess.

19. The existence of antecedent debts is a valuable consideration for the conveyance or assignment of property to secure the payment of the debts, and the trustee and creditors are purchasers for a valuable consideration.

20. Then, in such case, the trustee and creditor are not in any manner liable to the grantor in trust on account of mistake in quantity and the grantor has no right against them to the rescission or compensation, to which his vendor may substitute; and any right that while the original purchaser owned the land his vendor may have had to a rescission of the sale and conveyance is extinguished unless the trustee and creditors, or at any rate the latter, had notice of the mistake from which the right of the original vendor emanated.

21. Possession of land is evidence that the possessed has the right to the possession that he enjoys. Generally a person purchasing a tract of land is presumed to know who has possession of it, and to ascertain the character of the right by virtue of which he holds the possession; or if the purchaser fails to do so, he is charged with notice of the character of the right, so far as this may be necessary to sustain the possession. But the possession by a stranger to the title sold or conveyed, having no right of possession whatever, is not notice, and does not put a purchaser on enquiry as to a mistake in a former sale and conveyance, relative to the quantity of the land—in no way pertaining to the right of possession—that gave the former vendor the right to a rescission of the sale and conveyance or compensation for the excess.

22. Whether the time that would bar an action of ejectment for the recovery of land, or a verbal contract for the payment of money, or for damages for an injury, elapsed before the discovery of an excess in the quantity of land sold and conveyed, would bar a suit in equity for the rescission of the contract or for compensation for the excess, or not; it may properly be asserted, that if the vendor does not bring his suit within such time after the sale and conveyance, he must make his election and demand, or bring his suit within a reasonable time after the discovery of the mistake. He is not entitled to the time from the sale and conveyance to the discovery of the mistake, and the additional time thereafter that would bar an action, within which to bring his suit.

23. By deed dated 31st of March, 1851, P. granted to the V. C. Company, a corporation, a tract of land described as 6123 acres, containing extensive beds of Cannel Coal at the price of $150,000, part in cash and part in stock, the actual value of which may have been more or less than its nominal value. In the spring of the same year, the deed was accepted and the consideration paid. The parties supposed the number of acres mentioned was the actual quantity of the land, but in fact it contained about 6973 acres—about 850 acres more than was estimated. The V. C. C. Company made large improvements on and off the land, intended to facilitate the removal and transportation of its products. On the 9th of September, 1859, the V. C. C. Company granted the land (except a part previously conveyed) to *S. & B.*, trustees, to secure the payment of antecedent debts to several creditors. At this time, none of the parties had discovered the mistake as to the quantity. The W. M. & M. Company, a corporation, claimed that whatever right P. had in or relative to the land, passed to it. In the spring of the year 1860, the parties discovered the mistake as to the quantity of the land. But the W. M. & M. Company made no demand or election to rescind the sale or conveyance. On the 25th of September, 1865, *S. & B.* trustees, granted the land to J. B. S. at the price of $5,000—a sum but little more than necessary to pay the debts secured. The purchase, it seems, was made for the benefit of A. and others, some of whom were stockholders in the V. C. C. Company, but others of whom were not. On the 23d of December in the same year, J. B. S. granted the tract of land, purchased by and granted to him, to A. and others. On the 24th of March, 1866, the W. M. & M. Company caused a summons in chancery to be issued against the V. C. C Company, and in May of the same year filed a bill against the latter Company, and, it being assumed that A. and others had transferred an interest in the land to the P. C. C. Company, in the summer of 1867, amended the bill so as to make that Company a party. The plaintiff in these bills alleged that there was an excess in the quantity of the land granted by P. to the V. C. C. Company, but did not allege that either that company or the trustees or creditors, at the time of the conveyance in trust, had any knowledge of any excess, or that the V. C. C. Company, in any way, received or realized anything more for the land than if there had been no such excess, or any other matter that might entitle the V. C. C. Company to recover against any person whomsoever, or subject its immediate grantee, or any one claiming through him to a rescission or compensation; and did not allege or indicate on the part of the W. M. & M. Company, any election or desire for a rescission, or any readiness to refund any money paid for the land, or to pay for any improvements made thereon. But the plaintiff alleged a mistake in the deed as to one of the lines—an allegation not sustained—and sought a conveyance of that part of the land granted by the alleged mistake. Under such circumstances, and after such lapse of time from the sale and conveyance, and from the discovery of the mistake before the commencement of proceedings, and upon such pleadings, it is not proper to decree a rescission of the sale or conveyance or compensation for excess of quantity.

24. A grant of land is a mere transfer of such title or right thereto as the grantor at the time of the grant may hold or have absolutely or contingently.

25. A grant does not imply an assertion of title in the grantor, or a covenant with the grantee to warrant the land.

26. A bargain and sale of land intended under the statute on the subject, to operate as a present conveyance or transfer, is not an assertion of title that will estop the bargainor his heirs or assigns, from subsequent assertion of an after acquired title, and does not imply a covenant or warranty.

27. A covenant of special warranty is not intended to bind the covenantor to indemnify the covenantee against eviction or damages by reason of any title or claim not, at the time of the execution of the covenant, in the covenantor or some person acquiring it from or through him.

28. If at the time of the execution of a grant or bargain and sale of land, with a covenant of special warranty, the title to the land be in a third person, not because of any act or default of the covenantor, and such person afterwards asserts and enforces the title against the covenantee, the covenant is not thereby broken, and the covenantor is in no way responsible.

29. In such cases, if the covenantor, himself, afterwards acquires the title to the land the title does not, by reason of the special warranty, vest in the covenantee, and the covenantor is not estopped to assert it or grant it to another.

30. If, however, there be false and fraudulent representation as to a material fact, made by the grantor or bargainor, and relied on by the grantee or bargainee, and this be properly brought to the cognizance of a court of equity it will there be a subject for consideration.

31. When a grantor having title to a part of the tract of land, but not in fact having title to the residue thereof, covenants to warrant generally a quantity not exceeding that to which he has title, and to warrant specially a quantity equal to or exceeding that to which he has not title, the covenant of general warranty will be construed as applicable to the land to which the covenantor has title, and the covenant of special warranty to the land to which he has not title.

The two former decisions of the court below in favor of the Peytona Cannel Coal Company were affirmed with costs. This ends this long and well contested case.

ONE of the last acts of Congress was the passage of the bill admitting Colorado as a State into the Union. The admission of Colorado makes the number of States in the Union 38, and the number of Senators 76.

THE Grant Radical party now that it has its teeth drawn by the presence of a large Democratic majority in the House of Representatives, is growing exceedingly virtuous over the fact that the force bill did not pass and that the State government of Arkansas was left untouched. Very virtuous indeed!

Epidemic.

The country is afflicted with an epidemic of "Civil Rights cases." For a year or two, the Federal Courts will be flooded with them. The plaintiffs will spend all the money they can raise, the defendants will worry their cases to death, and when all is done, the result will be just what everybody know, that no legislation can make black white.

SENATOR JOHNSON was greeted by a large and expectant crowd assembled in the Senate chamber yesterday, to hear his speech on the Louisiana question. Our reports received at this time give merely a meagre outline of the effort, but sufficient is known to show that the speaked was unsparing in his denunciation of the President's course. He concluded by saying what Cato said to the embassador of Cæsar: "Let him disband his legions, and restore the commonwealth to liberty," and said the speaker, he, as humble as he was, would "mount the rostrum and strive to induce an indignant people to pardon him for his violations of law."

Presideutial Candidates.

Aspirants for the Presidency are coming forward rapidly. They take different means of putting in appearances. Sometimes it is a speech in Congress or out of it, sometimes a letter on the finances bears the burden of their hopes, more frequently the blast of a correspondent's trumpet is the signal which marks a new arrival in the lists. On the Republican side, Blaine, Morton, Wade, Conkling, Carpenter, Washburne, Schenck, Grant, Bristow and Sheridan are mentioned. On the Democratic side, Tilden, Thurman, Seymour, Hendricks, Hancock, Bayard, Goedon, Lamar, etc.